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UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

DAWN D. RADCLIFFE, individually, and on behalf of a class of others similarly situated, Plaintiffs, vs. R. J. REYNOLDS TOBACCO COMPANY, a North Carolina corporation, Defendants.	CASE NO.: 08 CV 0393 H POR ASSIGNED FOR ALL PURPOSES TO JUDGE LOUISA A. PORTER CASE FILED: February 29, 2008 **DEFENDANT'S ANSWER TO CLASS ACTION COMPLAINT** DISCOVERY CUT-OFF: NONE MOTION CUT-OFF: NONE TRIAL DATE: NONE

Defendant R. J. Reynolds Tobacco Company ("Reynolds"), answering the Class Action Complaint ("Complaint") of the Plaintiff, alleges and states as follows:

1. Reynolds admits that it manufactures and sells tobacco products, including cigarettes. Except as herein admitted, Reynolds denies the allegations of the unnumbered paragraph contained at lines 24 through 27 of page 1 of the Complaint.

2. Reynolds admits that the Plaintiff purports to assert a collective action and class action as specified in the unnumbered paragraph contained at lines 1

through 3 of page 2 of the Complaint. Except as herein admitted, Reynolds denies the allegations of that paragraph.

3. Reynolds admits the allegations of the unnumbered paragraph contained at lines 5 through 7 of page 2 of the Complaint.

4. As to the unnumbered paragraph contained at lines 8 through 11 of page 2 of the Complaint, Reynolds admits the allegations of the first sentence, upon information and belief. Reynolds admits the allegations of the second sentence of that unnumbered paragraph. As to the third sentence of that unnumbered paragraph, Exhibit A to the Plaintiff's Complaint speaks for itself and therefore no response is required.

5. As to the unnumbered paragraph contained at lines 12 through 14 of page 2 of the Complaint, the first sentence is a conclusory statement of the law, and no response is required. Reynolds admits that this Court has jurisdiction over the Plaintiff's FLSA claims as specified in the second sentence of that unnumbered paragraph, but denies any remaining allegations of the second sentence.

6. As to the unnumbered paragraph contained at lines 15 through 19 of page 2 of the Complaint, Reynolds admits that this Court has supplemental jurisdiction over the Plaintiff's California state law claims, but denies any remaining allegations of the first sentence of that unnumbered paragraph. As to the second sentence of that unnumbered paragraph, Reynolds admits that the Plaintiff purports to invoke the Class Action Fairness Act, 28 U.S.C. §1332(d)(2)(A) ("CAFA"), with respect to her state law claims, but denies any remaining allegations of the second sentence.

7. Reynolds admits the allegations of the unnumbered paragraph contained at lines 20 through 21 of page 2 of the Complaint.

8. As to the unnumbered paragraph contained at line 24 of page 2 through line 4 of page 3 of the Complaint, Reynolds admits that the job duties set forth therein are among the normal duties of a Retail Representative (RR) for Reynolds.

Except as herein admitted, Reynolds denies the allegations of that unnumbered paragraph.

9. As to the unnumbered paragraph contained at lines 5 through 8 of page 3 of the Complaint, Reynolds admits the allegations of the first sentence. Reynolds admits so much of the allegations of the second sentence of that unnumbered paragraph as allege or can be construed to allege that the report reflects the information inputted from the RR regarding the time he or she arrived at a particular store and the time that he or she departed from the store (which may or may not be accurate), as well as the date. Reynolds admits the allegations of the third sentence of that unnumbered paragraph. Except as herein admitted, Reynolds denies the allegations of that unnumbered paragraph.

10. Reynolds admits that RRs have assigned accounts. Except as herein admitted, Reynolds denies the allegations of Paragraph 10 of the Complaint.

11. Reynolds admits that RRs sometimes drive to several stores per day but that the number of visits varies depending upon the service area of the particular RR. Reynolds admits that it provides company cars to RRs for use in servicing their assigned routes. Reynolds further admits that RRs submit monthly mileage reports for their company vehicles. Except as herein admitted, Reynolds denies the allegations of Paragraph 11 of the Complaint.

12. Reynolds admits that it treats its RRs as non-exempt. Except as herein admitted, Reynolds denies the allegations of Paragraph 12 of the Complaint.

13. Reynolds denies the allegations of Paragraph 13 of the Complaint.

14. Reynolds admits that RRs do not sell or offer products to the stores they visit or negotiate contracts with the stores. Reynolds admits that RRs are responsible for reporting to management regarding stores' non-compliance with their obligations under the applicable contracts. Except as herein admitted, Reynolds denies the allegations of Paragraph 14 of the Complaint.

15. Reynolds denies the allegations of Paragraph 15 of the Complaint.

16. Reynolds denies the allegations of Paragraph 16 of the Complaint.

17. Reynolds denies the allegations of Paragraph 17 of the Complaint.

18. Reynolds admits that the Plaintiff purports to bring her FLSA claims on behalf of the individuals specified in Paragraph 18 of the Complaint. Except as herein admitted, Reynolds denies the allegations of Paragraph 18 of the Complaint.

19. Reynolds admits that the Plaintiff purports to assert a Rule 23 class action as specified in Paragraph 19 in the Complaint. Except as herein admitted, Reynolds denies the allegations of Paragraph 19 of the Complaint.

20. Reynolds admits that the Plaintiff purports to assert a Rule 23 class action as specified in Paragraph 20 in the Complaint. Except as herein admitted, Reynolds denies the allegations of Paragraph 20 of the Complaint.

21. Reynolds admits that the Plaintiff purports to assert a Rule 23 class action as specified in Paragraph 21 in the Complaint. Except as herein admitted, Reynolds denies the allegations of Paragraph 21 of the Complaint.

22. Paragraph 22 of the Complaint is a recitation of the law that requires no response.

23. Paragraph 23 of the Complaint is a recitation of the law that requires no response.

24. Reynolds admits that the Plaintiff purports to assert a collective action as specified in Paragraph 24 in the Complaint. Except as herein admitted, Reynolds denies the allegations of Paragraph 24 of the Complaint.

25. Reynolds denies the allegations of Paragraph 25 of the Complaint.

26. Reynolds denies the allegations of Paragraph 26 of the Complaint.

27. Reynolds denies the allegations of Paragraph 27 of the Complaint.

28. Reynolds denies the allegations of Paragraph 28 of the Complaint.

29. Reynolds denies the allegations of Paragraph 29 of the Complaint.

30. Reynolds denies the allegations of Paragraph 30 of the Complaint.

31. Reynolds denies the allegations of Paragraph 31 of the Complaint.

32. Reynolds denies the allegations of Paragraph 32 of the Complaint.

33. Reynolds incorporates by reference its answers to Paragraphs 1 through 32 of the Complaint as if fully set forth herein.

34. Reynolds admits so much of the allegations of Paragraph 34 of the Complaint as allege or can be construed to allege that the Plaintiff is an employee within the meaning of the FLSA, 29 U.S.C. §§ 201, et seq., which provides her with certain protections. Except as herein admitted, Reynolds denies the allegations of Paragraph 34 of the Complaint.

35. Paragraph 35 of the Complaint is a recitation of the law that needs no response.

36. Reynolds admits the allegations of Paragraph 36 of the Complaint.

37. Reynolds denies the allegations of Paragraph 37 of the Complaint.

38. Reynolds admits that Section 13 of the FLSA exempts certain categories of employees from overtime pay obligations and that RRs are not exempt from the overtime provisions of the FLSA. Except as herein admitted, Reynolds denies the allegations of Paragraph 38 of the Complaint.

39. Reynolds denies the allegations of Paragraph 39 of the Complaint.

40. Reynolds denies the allegations of Paragraph 40 of the Complaint.

41. Reynolds denies the allegations of Paragraph 41 of the Complaint.

42. Reynolds denies the allegations of Paragraph 42 of the Complaint.

43. Reynolds incorporates by reference its answers to Paragraphs 1 through 42 of the Complaint as if fully set forth herein.

44. Reynolds denies the allegations of Paragraph 44 of the Complaint.

45. Reynolds denies the allegations of Paragraph 45 of the Complaint.

46. Reynolds denies the allegations of Paragraph 46 of the Complaint.

47. Reynolds denies the allegations of Paragraph 47 of the Complaint.

48. Reynolds denies the allegations of Paragraph 48 of the Complaint.

49. Reynolds denies the allegations of Paragraph 49 of the Complaint.

50. Reynolds incorporates by reference its answers to Paragraphs 1 through 49 of the Complaint as if fully set forth herein.

51. Reynolds denies the allegations of Paragraph 51 of the Complaint.

52. Reynolds denies the allegations of Paragraph 52 of the Complaint.

53. Reynolds denies the allegations of Paragraph 53 of the Complaint.

54. Reynolds incorporates by reference its answers to Paragraphs 1 through 53 of the Complaint as if fully set forth herein.

55. Paragraph 55 of the Complaint is a recitation of the law that requires no response.

56. Reynolds denies the allegations of Paragraph 56 of the Complaint.

57. Reynolds denies the allegations of Paragraph 57 of the Complaint.

58. Reynolds denies the allegations of Paragraph 58 of the Complaint.

59. Reynolds denies the allegations of Paragraph 59 of the Complaint.

60. Reynolds incorporates by reference its answers to Paragraphs 1 through 59 of the Complaint as if fully set forth herein.

61. Reynolds denies the allegations of Paragraph 61 of the Complaint.

62. Reynolds denies the allegations of Paragraph 62 of the Complaint.

63. Reynolds denies the allegations of Paragraph 63 of the Complaint.

64. Reynolds denies the allegations of Paragraph 64 of the Complaint.

65. Reynolds denies the allegations of Paragraph 65 of the Complaint.

66. Reynolds denies the allegations of Paragraph 66 of the Complaint.

67. Reynolds denies the allegations of Paragraph 67 of the Complaint.

68. Reynolds incorporates by reference its answers to Paragraphs 1 through 67 of the Complaint as if fully set forth herein.

69. Paragraph 69 of the Complaint is a recitation of the law that requires no response.

70. Paragraph 70 of the Complaint is a recitation of the law that requires no response.

71. Paragraph 71 of the Complaint is a recitation of the law that requires no response.

72. Reynolds denies the allegations of Paragraph 72 of the Complaint.

73. Reynolds incorporates by reference its answers to Paragraphs 1 through 72 of the Complaint as if fully set forth herein.

74. Reynolds denies the allegations of Paragraph 74 of the Complaint.

75. Reynolds denies the allegations of Paragraph 75 of the Complaint.

76. Reynolds denies the allegations of Paragraph 76 of the Complaint.

77. Reynolds denies the allegations of Paragraph 77 of the Complaint.

78. Reynolds denies that the Plaintiff is entitled to the relief requested in the Prayer for Relief.

79. Defendant R. J. Reynolds Tobacco Company, having fully answered the Complaint of the Plaintiff, herein sets forth its affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

80. To the extent that the Complaint fails to state a claim for which relief may be granted, it should be dismissed pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

SECOND AFFIRMATIVE DEFENSE

81. To the extent that the Plaintiff's claim is barred, in whole or in part, by the applicable statutes of limitations, her claim should be dismissed.

THIRD AFFIRMATIVE DEFENSE

82. To the extent that the Plaintiff is not similarly situated to other employees of the Defendant in the same job classification who have submitted properly executed Consents to Suit, her purported collective action pursuant to 29 U.S.C. §216(b) should be dismissed.

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FOURTH AFFIRMATIVE DEFENSE

83. To the extent that the Plaintiff has failed to satisfy all conditions precedent to bringing a claim pursuant to §216(b) of the FLSA, her claim should be dismissed.

FIFTH AFFIRMATIVE DEFENSE

84. To the extent that the Plaintiff has failed to mitigate her damages, her claim should be dismissed.

SIXTH AFFIRMATIVE DEFENSE

85. Any claim for overtime liability and liquidated damages for a period in excess of two years before she commenced her action is barred by the statute of limitations contained in Section 6 of the Portal-to-Portal Act, as any violations of the FLSA that may have occurred were not "willful" within the meaning of the FLSA.

SEVENTH AFFIRMATIVE DEFENSE

86. To the extent that this action purports to seek overtime liability and liquidated damages for a period in excess of three years before commencement of this action, such claim is barred by the statute of limitations contained in Section 6 of the Portal-to-Portal Act, even assuming, arguendo, that any violations of the FLSA that may have occurred were "willful" within the meaning of the FLSA.

EIGHTH AFFIRMATIVE DEFENSE

87. To the extent that the Plaintiff's claim is barred by the equitable doctrines of laches and accord and satisfaction, her claim should be dismissed.

NINTH AFFIRMATIVE DEFENSE

88. To the extent that the Plaintiff purports to bring this collective action on behalf of anyone other than similarly situated employees of Defendant who have filed with this Court properly executed written consents to become a party plaintiff to this action, her collective action should be dismissed for lack of standing.

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TENTH AFFIRMATIVE DEFENSE

89. The Plaintiff's Rule 23 class claims should be dismissed to the extent that the putative class does not meet the numerosity requirement of Rule 23(a)(1).

ELEVENTH AFFIRMATIVE DEFENSE

90. The Plaintiff's Rule 23 class claims should be dismissed because there are not questions of law or fact common to the putative class.

TWELFTH AFFIRMATIVE DEFENSE

91. The Plaintiff's Rule 23 class claims should be dismissed because the claims or defenses of the representative party is not typical of the claims or defenses of the putative class.

THIRTEENTH AFFIRMATIVE DEFENSE

92. The Plaintiff's Rule 23 class claims should be dismissed because she will not fairly and adequately protect the interests of the putative class.

FOURTEENTH AFFIRMATIVE DEFENSE

93. The Plaintiff's Rule 23 class claims should be dismissed because questions of law or fact common to members of the putative class do not predominate over any questions affecting only individual members, and a class action is not superior to other available methods for fairly and efficiently adjudicating the controversy.

FIFTEENTH AFFIRMATIVE DEFENSE

94. The Plaintiff's FLSA claims, and the FLSA claims of the members of the putative collective action, should be dismissed or transferred under the "first-filed" doctrine in that an FLSA collective action has been certified and is pending in a prior-filed action styled Zola Marshall v. R. J. Reynolds Tobacco Co., Case No. 07-0227-CV-W-RED, in the U.S. District Court for the Western District of Missouri, asserting identical FLSA claims.

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SIXTEENTH AFFIRMATIVE DEFENSE

95. The Complaint, and each purported cause of action contained therein, is barred by the doctrine of unclean hands.

SEVENTEENTH AFFIRMATIVE DEFENSE

96. The Plaintiff has waived her right, if any, to pursue the Complaint and each purported cause of action contained therein, by reason of her own actions, by agreement, or course of conduct.

EIGHTEENTH AFFIRMATIVE DEFENSE

97. The Plaintiff is estopped from pursuing the Complaint, and each purported cause of action contained therein, by reason of her own actions, estoppel, and/or course of conduct.

NINETEENTH AFFIRMATIVE DEFENSE

98. The Plaintiff is barred from pursuing this Complaint, and each purported cause of action contained therein, as a class action, as substantial difficulties are likely to be encountered in the management of this action as a class action, as the interest of each member and the whole differ.

TWENTIETH AFFIRMATIVE DEFENSE

99. The Plaintiff is barred from pursuing this Complaint, and each purported cause of action contained therein, as a class action, as there is no existence of an ascertainable class and a well-defined community of interest among the class members.

TWENTY-FIRST AFFIRMATIVE DEFENSE

100. The Plaintiff is barred from pursuing this Complaint, and each purported cause of action contained therein, as a class action, as defenses to be offered raise individual issues specific to each member of the class that predominate over the issues in common.

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TWENTY-SECOND AFFIRMATIVE DEFENSE

101. The Complaint, and each purported cause of action contained therein, fails to state facts sufficient to constitute a cause of action because Defendant would have made the same decisions with respect to Plaintiff's claims pursuant to valid business justification.

TWENTY-THIRD AFFIRMATIVE DEFENSE

102. The Complaint, and each purported California cause of action contained therein, is barred by the applicable statutes of limitations, including, but not limited to, California Code of Civil Procedure, including, but not limited to, §§337, 338, 339 and 340 et seq., Labor Code §203, et seq., and Business and Professions Code §17200, et seq.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

103. The COMPLAINT, and each purported cause of action contained therein, fails to state facts sufficient to constitute a cause of action because Defendant would have made the same decisions with respect to the Plaintiff's claims pursuant to valid business justification.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

104. The Plaintiff is not entitled to recover damages or attorneys' fees pursuant to California Unfair Business Practices Act, California Business & Professions Code §17200, et seq., or any other statute.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

105. The Complaint, and each purported cause of action contained therein, is uncertain in that it is impossible to determine from the Complaint which of the alleged acts of this answering Defendant caused the injuries alleged in the Complaint.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

106. The Complaint and each purported cause of action contained therein, fails to state facts sufficient to entitle the Plaintiff to an award of general damages,

special damages, exemplary or punitive damages, statutory penalties, interest, or attorneys' fees and costs.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

107. The Complaint, and each purported cause of action contained therein, is barred because the Plaintiff failed to mitigate her alleged damages by not utilizing the proper channels of communication to advise Defendant of any alleged acts which may have caused her damage.

TWENTY-NINTH AFFIRMATIVE DEFENSE

108. The Complaint, and each purported cause of action therein concerning the alleged failure to pay all wages due and payable is barred by California Labor Code §201.

THIRTIETH AFFIRMATIVE DEFENSE

109. The Complaint, and each purported cause of action therein, is barred and relief cannot be obtained because if Defendant did not pay all wages owed to the Plaintiff (although Defendant denies that it owed or owes the Plaintiff for any unpaid wages), the Plaintiff secreted herself to prevent Defendant from paying the unpaid wages, thus barring any relief under Labor Code §203.

THIRTY-FIRST AFFIRMATIVE DEFENSE

110. The Complaint, and each purported cause of action therein, is barred because the Defendant alleges that the Plaintiff never advised Defendant that she was working more than what was reported and/or paid pursuant to the terms and conditions of employment.

THIRTY-SECOND AFFIRMATIVE DEFENSE

111. The Complaint, and each purported cause of action contained therein, is barred because the Plaintiff has failed to utilize the grievance procedures as required by law and/or contract and/or practice.

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THIRTY-THIRD AFFIRMATIVE DEFENSE

112. The Complaint and each purported cause of action contained therein, is barred because through their course of dealing and otherwise the Defendant and the Plaintiff mutually understood, agreed and promised that the Plaintiff would adequately report all time spent in services to Defendant and for the benefit of the Defendant with the agreement and promise that the Plaintiff would report and demand payment for such services, and the Defendant would not otherwise be obligated for or called upon to pay the Plaintiff for such services not worked or reported.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

113. The Complaint and each purported cause of action contained therein, is barred because the Plaintiff's representations, agreements and promises to the Defendant in respect of the providing of services by the Plaintiff to the Defendant and the accurate reporting of such services on a regular basis, and the Defendant's actions and reasonable reliance thereon, constitutes promissory estoppel and precludes the Plaintiff from instituting and maintaining the within action against the Defendant.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

114. To the extent that the Plaintiff recovers damages under the FLSA, such recovery bars duplicate recovery of damages under California law.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

115. To the extent that Reynolds is found not to have violated the FLSA, Plaintiff's claims under the equivalent California laws should be dismissed.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

116. The Complaint, and each purported cause of action therein, is barred because Defendant did not violate any constitutional provision, state statute, regulation, or other substantial public policy of the State of California with regard to the Plaintiff's employment or her payment of wages.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

117. The Complaint, and each purported cause of action therein, is barred because Defendant exercised reasonable care to prevent and correct promptly, any improper behavior, and the Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant, or to avoid harm otherwise.

THIRTY-NINTH AFFIRMATIVE DEFENSE

118. The Complaint, and each purported cause of action therein, is barred and relief cannot be obtained because if Defendant did not pay all wages owed to the Plaintiff, which Defendant denies that it owed the Plaintiff for any unpaid wages, Defendant did not willfully fail to pay the Plaintiff those wages owing, if any.

FORTIETH AFFIRMATIVE DEFENSE

119. The Complaint, and each purported cause of action therein, is barred because if there exists an agreement or obligation as alleged, which these Defendant denies, Defendant fully performed all that was required.

FORTY-FIRST AFFIRMATIVE DEFENSE

120. The Complaint and each purported cause of action contained therein, is barred because Defendant is entitled to an offset, set-off or other deduction from the amounts claimed by the Plaintiff in the Complaint including without limitation as a result of the Plaintiff's breach of its contract and/or agreement with and/or for the benefit of the Defendant.

FORTY-SECOND AFFIRMATIVE DEFENSE

121. The Plaintiff has failed to plead her claims with sufficient particularity to enable Defendant to allege all appropriate affirmative defenses and therefore, Defendant reserves the right to allege additional affirmative defenses as needed.

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FORTY-THIRD AFFIRMATIVE DEFENSE

122. Because no discovery has yet occurred in this action, Defendant reserves the right to assert further defenses as appropriate.

PRAYER FOR RELIEF

Defendant R. J. Reynolds Tobacco Company, having fully answered the Complaint and set forth its Affirmative Defenses, hereby prays the Court for the following relief:

1. That the Complaint be dismissed in its entirety;

2. That the Plaintiff recover nothing of the Defendant;

3. That the Defendant be awarded its reasonable costs in defending this action, including attorneys' fees including, but not limited to, relief provided under California Labor Code, Section 218.5;

4. That the Defendant be awarded such other and further relief as this Court deems appropriate.

DATED: May 28, 2008 LANDEGGER, BARON & LAVENANT

By: /s/
Michael S. Lavenant
Attorneys for Defendant
R. J. Reynolds Tobacco Company

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
CASE NAME: *Dawn D. Radcliffe v. R. J. Reynolds Tobacco Company*
Case No.: 08 CV 0393 H POR

I declare as follows:

I am employed in the County of Los Angeles, California. I am over the age of 18 years, and not a party to the within action; my business address is 15760 Ventura Boulevard, Suite 1200, Encino, California 91436. I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

On May 29, 2008, I served a true and correct copy, with all exhibits, of the following documents described as:

DEFENDANT'S ANSWER TO CLASS ACTION COMPLAINT

☐ On the party or parties named below, by personally delivering a true copy thereof on at approximately _________ p.m. at __________________ *(Personal service)*

☒ On the party or parties named below, by following ordinary business practice, placing a true copy thereof enclosed in a sealed envelope, for collection and mailing with the United States Postal Service, where it would be deposited for first class delivery, postage fully prepaid, in the United States Postal Service, that same day in the ordinary course of business, addressed as set forth below. *(Regular office deposit)*

☐ On the interested parties in the within action by placing the above documents in the United States mail for Express Mail delivery at 15760 Ventura Boulevard, Encino, California 91436 in a sealed envelope, with Express Mail postage thereon fully prepaid; by depositing copies of the above documents in a box or other facility regularly maintained by Federal Express, in an envelope or package designated by Federal Express Airbill No. ***, with delivery fees paid by sender's account. (Code of Civil Procedure §1013(c).) *(Overnight delivery service)*

☐ On the interested parties in the within action by transmitting via facsimile machine to the name(s) and facsimile number(s) set forth below. *(Facsimile)*

☒ On the interested parties in the within action by transmitting via electronic mail by providing the document(s) to the Court's electronic filing system pursuant to their instructions on that website. *(E-mail)*

SEE ATTACHED SERVICE LIST

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on May 29, 2008 at Encino, California.

By: /s/
Signature of Declarant

By: **IDA MAMEDOVA**
Type or Print Name of Declarant

SERVICE LIST

CASE NAME: *Dawn D. Radcliffe v. R. J. Reynolds Tobacco Company*
Case No.: 08 CV 0393 H POR

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